

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CRF 700)		RATING		PAGE OF PAGES 1 77			
2. CONTRACT NO.		3. SOLICITATION NUMBER DTRS57-04-R-20058		4. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)		5. DATE ISSUED 11/22/2004		6. REQUISITION/PURCHASE NUMBER 67-3574	
7. ISSUED BY U.S. DOT/RSPA/Volpe Center 55 Broadway Cambridge, MA 02142		CODE DTS-853		8. ADDRESS OFFER TO (If other than Item 7)					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 13 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in until 1500 ED local time 01/06/2005 (Hour) (Date)

CAUTION: LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME Teresa Lee-Fierstein	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS leefierste@volpe.dot.gov
	AREA CODE 617	NUMBER 494-3830	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES/SERVICES AND PRICES – IDIQ

(a) This is an indefinite delivery - indefinite quantity contract with cost plus fixed fee provisions. Individual Task Orders (TOs) under this contract will be issued on either a term or completion form basis.

(b) The Contractor shall, in accordance with Task Orders issued by the Contracting Officer, perform work assignments within the parameters of the Statement of Work.

(c) The services and material to be ordered hereunder shall be reimbursed in accordance with the provisions of the clauses herein titled, Allowable Cost and Payment (FAR 52.216-7) and Fixed Fee (FAR 52.216-8), the terms of which are construed to apply, on an individual basis, to each Task Order issued. For the purpose of establishing the fixed fee for each TO issued under this contract, refer to the clause in this section titled, Payment of Fixed Fee - IDIQ.

(d) Performance-based Task Orders will be used to the maximum extent practicable.

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT
0001	Services per the Statement of Work (SOW) provided in Section C, for the Level of Effort in Clause B.2, for the term in Section I, FAR 52.216-22.	1	LO	
			Estimated Cost	\$ *
			Fixed Fee	\$ *
			Total Cost Plus Fixed Fee	\$ *
* Offeror shall insert amounts				

B.2 LEVEL OF EFFORT – IDIQ

(a) The level of effort estimated – but not guaranteed – to be ordered during the term of this contract is 42,975 hours of direct labor including authorized subcontract labor, if any. The Contractor shall not, under any circumstances, exceed 100% of the total level of effort specified in this basic contract. The estimated composition of the total hours of direct labor by classification is as follows:

Labor Category	Hours
* Program Manager (Senior Analyst)	2,475
* Senior Analyst	10,800
Analyst	16,200
Editor	6,750
Clerical	6,750
Total	42,975

*denotes Key Personnel labor categories

(b) Either clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds", depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(c) Completion Form Task Orders.

- (1) An estimated level of effort shall be established for each completion form Task Order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the Task Order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement.
- (2) Within thirty days after completion of the work under each completion form Task Order, the Contractor shall submit the following information directly, in writing, to the Contracting Officer, with copies to the Contracting Officer's Technical Representative (COTR) and the office to which vouchers are submitted:
 - (i) The Contractor's estimate of the total allowable cost incurred under the Task Order; and
 - (ii) In the case of a cost under-run, the amount by which the estimated cost of the Task Order may be reduced to recover excess funds.

(d) Term Form Task Orders.

- (1) The Contractor shall notify the Contracting Officer immediately in writing whenever it has reason to believe that:
 - (i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in

the performance of that order, will exceed 75% of the level of effort established for that order; or

- (ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer.

- (2) In performing term form Task Orders, the Contractor may use any combination of hours of the labor categories listed in the Task Order.
- (3) Within thirty days after completion of the work under each term form Task Order, the Contractor shall submit the following information directly, in writing, to the Contracting Officer, with copies to the COTR:
 - (i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the Task Order schedule, including the identification of the key employees utilized;
 - (ii) The Contractor's estimate of the total allowable cost incurred under the Task Order; and
 - (iii) In the case of a cost under-run, the amount by which the estimated cost of the Task Order may be reduced to recover excess funds.
- (4) In the event that less than 100% of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:
 - (i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable,

until the effort expended equals 100% of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or

- (ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours are less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

- (5) In the event that the expended level of effort of a term order exceeds the established level of effort by 10% or less, but does not exceed the estimated cost of the order; the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with the “Limitation of Cost” or “Limitation of Funds” clause requirements. In any case, the Contractor and Government may agree on a change to the Task Order level of effort with an equitable adjustment for both cost and fee.

B.3 PAYMENT OF FIXED FEE – IDIQ

(a) The fixed fee specified in Section B of this contract represents the maximum fee that shall be paid under this contract. This fee shall be paid, subject to any adjustment required by other provisions of this contract, in installments at the time of each provisional payment for reimbursement of allowable cost. This clause addresses payment of fixed fee for both term and completion form Task Orders.

(b) A fixed fee shall be established for each Task Order issued under this contract. The fixed fee established shall be in direct ratio to the total contract fixed fee as the level of effort (direct man-hours) established in the Task Order is to the total contract level of effort (direct man-hours). The amount of each installment payment of fixed fee shall be in direct ratio of the total contract fixed fee as the net direct labor hours expended during the period is to the total contract level of effort (direct man-hours).

(c) Completion Orders. The Contractor is entitled to the full amount of fixed fee upon the acceptable completion of the Task Order.

(d) Term Orders. No fee shall be paid under term form orders for hours not performed.

(e) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Contracting Officer hereby withholds 15% of all fixed fee payable under the contract up to the stated maximum of \$100,000. Invoices submitted under the contract shall indicate fixed fee withheld.

(f) The terms of this clause and of FAR 52.216-8 apply to the total fixed fee specified in Section B of the contract rather than to the individual orders placed hereunder.

B.4 CONTRACT LIMITATIONS OCT 2001

- A. Multiple Contract Awards: (N/A)
- B. Maximum Contract Value: The value of all Task Orders placed under this contract shall not exceed \$(***TO BE COMPLETED AT TIME OF AWARD***).
- C. Minimum Guarantee: The guaranteed minimum is at least \$2,500.00 worth of orders to be issued under this contract.

B.5 CONTRACT SCOPE MAY 1999

The Contractor, acting as an independent Contractor and not as an agent of the Government, shall furnish all personnel, facilities, support, and management necessary to provide the services required under this contract and its subsidiary Task Orders. The scope of this effort is defined in the Statement of Work (SOW). Specific requirements will be stated in individual Task Orders.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

The John A. Volpe National Transportation Systems Center (Volpe Center) is an organization within the Research and Special Programs Administration (RSPA) of the U.S. Department of Transportation (DOT). The Volpe Center provides technical research and analysis services to the Department and to other Federal agencies in connection with the transportation related and logistics related components of their missions.

The Volpe Center is funded by sponsoring organizations. The portfolio of projects performed for sponsors varies in number, scope, and substance over the course of any year. The Volpe Center's staffing strategy uses a combination of Federal employees and Contractors to meet the broad range and quantity of skills needed to support projects. Through Task Order contracts and on-site technical support contracts, the Volpe Center can respond to uncertain, long-range requirements of these technical programs by establishing a "pool" of easily accessed professional technical resources. This procurement will provide support to the Volpe Center in performing Federal Motor Carrier Safety Administration (FMCSA) regulation projects for transportation safety and regulatory functions of DOT and other federal agencies.

C.2 BACKGROUND

The Volpe Center provides support to various sponsoring organizations in all phases of motor carrier safety regulations development including planning, concept definition, design, cost benefit analysis, development, implementation, and evaluation. The products resulting from such projects provide the sponsoring organization with in-depth analyses, studies, and evaluations to support the regulatory process and decision making within the organization. The tasks to be defined and assigned to the contractor in the course of this contract will cover a wide range of technical work related to safety regulations programs. These tasks may involve work in some or all of the following areas: requirements studies, concept definitions, regulatory background research, training, legal reviews, and evaluation of existing or proposed regulations or rulemaking activities.

Under this contract, as firm work requirements materialize, within the period of performance set forth herein, and within the funds allotted hereunder, the Contracting Officer (CO) will direct the Contractor to carry forth work as generally described in the Statement of Work. The direction will be in the form of Task Orders (TOs) issued by the CO. The Contractor shall not perform any work hereunder nor incur any cost hereunder, until receipt of the specific TO signed by the CO.

C.3 SCOPE

The Contractor shall provide the necessary management, personnel, facilities, service, equipment, and materials to perform those activities that are applicable to and called for specifically under each TO.

The TOs to be defined and assigned to the contractor in the course of this work will cover a wide range of technical work related to motor carrier safety regulations programs. These TOs may involve work in some or all of the following areas:

- Regulation Analysis, Development, and Evaluation
- Legal Support
- Requirements Studies/Concept Definition
- Cost Benefit and Effectiveness Analysis
- Motor Carrier Transportation Analysis

The actual tasks to be defined for the Contractor will be of a support nature; however, some work will require independent original effort either in analysis and concept design. The various types of activities which the Contractor may be required to perform under this contract are described below, and TOs may be issued in one or more of the following task areas:

Task Area 1. Supporting regulation development and implementation activities by producing draft Exemptions, Advisory Circulars, Notices of Proposed Rulemaking (NPRMs), Final Rules, manuals, and handbooks for FMCSA staff at Headquarters, Regional Offices, and other Federal Agencies, as appropriate; laying out steps in the regulatory process; preparing feasibility studies and development specifications; developing implementation strategies including methods for consideration of inputs from the motor carrier industry, Congress, and the public during the rulemaking process; and by preparing guidelines for the regulated entities explaining the rulemaking process in general, the internal workings of the FMCSA, and the best ways that industry can make its case for regulatory change.

Task Area 2. Conduct training, legal reviews and evaluations of regulatory processes (i.e., exemptions, deviations, waivers) including an assessment of benefits.

Task Area 3. Develop methodologies for improving the process of researching regulatory issues (i.e., identify types of records needed, level of detail needed, and the necessary indexing) and conduct selected studies.

Task Area 4. Conduct analyses of various motor carrier safety issues.

The Contractor shall perform those analytical and experimental investigations necessary

to support the task areas described above. The Contractor is expected to apply the best available data and technology in developing solutions to specific problems within the period of this contract, and to identify areas requiring additional work, if any.

Task Area 5. Prior to drafting a rulemaking document, the Contractor shall perform those legal support tasks required to resolve legal issues. The Contractor shall provide legal research, analysis, comments, recommendations, advice, assistance, guidance, preliminary legal sufficiency and defensibility reviews.

C.4 PERSONNEL QUALIFICATIONS

The following labor categories with related experience and education are applicable to performance under this contract. The Contractor should provide personnel having sufficient levels of professional/technical experience and education specified for each of the following labor categories. In addition, Key Personnel are subject to the terms of the clause titled “KEY PERSONNEL AND/OR FACILITIES” in Section I.

Program Manager. (Key Personnel) Refer to qualifications for Senior Analyst.

Senior Analyst. (Key Personnel) Fifteen years experience (law degree or law experience desirable) drafting regulatory documents and managing regulatory projects to include the following knowledge and experience:

- Supervising other analysts.
- Representing company in briefings and meetings with clients, (including both headquarters and regional officials) with Departmental and Office of Management and Budget (OMB) officials and with national and international industry and public interest groups.
- Planning and managing long term projects involving junior staff members from regulatory research to development of Notice of Proposed Rulemaking (NPRM), and through analysis of public comments, and development of final rule and any related guidance and other regulatory materials (e.g., Advisory Circulars, Orders, issue papers and other documents needed to facilitate high level public policy decision making).
- Knowledge of and expertise in meeting and training others to meet Federal Administrative Procedure Act and related statutes (Freedom of Information Act [FOIA], Federal Advisory Committee Act, Regulatory Flexibility Act [RegFlex], etc.), Presidential Executive Orders, and other relevant documents (e.g., OMB directives).
- Knowledge and experience in meeting and training others to meet requirements of Federal Register publication and requirements of the FMCSA internal regulatory process.

- Knowledge of court cases (meaning an awareness of pertinent court cases) interpreting applicability of the relevant statutes, Executive Orders, etc. to specific agency rulemaking.
- Knowledge of current regulatory reform efforts and experience in studying the management of the regulatory process and assisting agencies in developing strategies to make that process more efficient.

Analyst. Ten years experience drafting regulatory documents and managing regulatory projects to include the following knowledge and experience:

- Representing company in briefings and meetings with clients, (including both headquarters and regional officials) with Departmental and OMB officials and with national and international industry and public interest groups.
- Taking major responsibility for long term projects involving junior staff members from regulatory research to development of NPRM, and through analysis of public comments, and development of final rule and any related guidance and other regulatory materials (e.g., Advisory Circulars (ACs), Orders, issue papers and other documents needed to facilitate high level public policy decision making).
- Knowledge of and expertise in meeting and training others to meet Federal Administrative Procedure Act and related statutes (FOIA, Federal Advisory Committee Act, RegFlex, etc), Presidential Executive Orders, and other relevant documents (e.g., OMB directives).
- Knowledge and experience in meeting and training others to meet requirements of Federal Register publication and requirements of the FMCSA internal regulatory process.
- Knowledge of court cases (meaning an awareness of pertinent court cases) interpreting applicability of the relevant statutes, Executive Orders, etc. to specific agency rulemaking.
- Knowledge of current regulatory reform efforts and experience in studying the management of the regulatory process and assisting agencies in developing strategies to make that process more efficient.

Editor. Bachelor of Arts or Science degree, or two years experience in researching and drafting regulatory documents for Federal agencies:

- Participating in long term projects by conducting background regulatory research, organizing and summarizing public comments, and providing support services for development of NPRMs, final rules and any related guidance and other regulatory materials (e.g., Advisory Circulars, Orders, issue papers and other documents).
- Knowledge of Federal Administrative Procedure Act and related statutes (FOIA, Federal Advisory Committee Act, RegFlex, etc), Presidential Executive Orders, and other relevant documents (e.g., OMB directives).
- Knowledge of requirements of Federal Register publication and requirements of the FMCSA internal regulatory process.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING OCT 2004

The Contractor shall ensure that all items are preserved, packaged, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

D.2 MARKING MAY 1999

All items submitted to the Government shall be clearly marked as follows:

- A. NAME OF CONTRACTOR;
- B. CONTRACT NUMBER;
- C. TASK ORDER NUMBER; (If Applicable)
- D. DESCRIPTION OF ITEMS CONTAINED THEREIN;
- E. CONSIGNEE'S NAME AND ADDRESS; and
- F. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows:
"CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dot.gov/ost/m60/tamtar/>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far/>

NUMBER	TITLE	DATE
52.246-3	Inspection of Supplies – Cost Reimbursement	MAY 2001
52.246-5	Inspection of Services – Cost Reimbursement	APR 1984
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility for Supplies	APR 1984

E.2 GOVERNMENT REVIEW AND ACCEPTANCE MAY 1999

A. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual Task Order. The Task Order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task order deliverable items rejected shall be corrected in accordance with the applicable clauses.

B. Unless otherwise stated in the individual Task Order, the Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the Contracting Officer or designee.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR CLAUSES INCORPORATED BY REFERENCE

NUMBER	TITLE	DATE
52.242-15	Stop-Work Order Alternate I (APR 1984)	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

F.2 PERFORMANCE PERIOD MAY 1999

This contract shall become effective on the date the Contracting Officer signs the contract. The ordering period will begin on the date of contract award and will continue for five (5) years thereafter (i.e., term of the contract). Also see the clause in Section I.1 entitled Ordering (FAR 52.216-18).

The performance period shall continue until the time specified in the clause in Section I.1 entitled Indefinite Quantity (FAR 52.216-22).

Individual Task Orders will specify a beginning date (OF 347, Block 1) and an ending date (Section F therein). Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer (modification).

F.3 WARRANTIES MAY 1999

With respect to equipment or supplies acquired under this contract, title of which will pass to the Government, the Contractor shall ensure that any warranties, together with rights to replacement, service, or technical assistance, shall run to or automatically be assigned to the Government.

F.4 LICENSES SEP 1999

With respect to any computer software, databases or other licensed product, acquired for use by to the Government, the Contractor shall ensure that the license, together with any associated rights, shall run to or automatically be assigned to the Government.

F.5 DELIVERABLES

The Contractor deliverables will be specified as part of each Task Order and may include:

- Reports of participation in various planning meetings and briefings including preparation and presentation of briefing material.

- Formal documentation in accordance with Government documentation standards (e.g., Advance Notice of Proposed Rulemaking, NPRM, Final Rules, Orders, Notices, etc.).
- Reports of studies or analyses.
- Technical Project Memoranda.
- Training materials for use in regulatory training classes
- Monthly progress reports describing work accomplished in the previous month, work planned, and any problems identified since the previous report.
- Monthly Cost Reports setting forth monthly cumulative (1) direct labor hours by categories, and (2) elements of cost by direct labor dollars, overhead, other direct costs, etc. which have been incurred, and including an assessment of completing the remaining work on schedule.
- Legal Reviews.
- Legal Research.

Monthly Reporting

The Contractor shall deliver a monthly status report through the end of each month to the Volpe CO and Volpe COTR within 15 days following the end of that month. The status report must include description of the activities completed on each directed task under the contract, and a cost breakdown for each directed task under the contract and a summary of funds remaining.

Conference Calls

From time to time the Contractor shall be asked to participate with the Volpe Center in weekly, monthly and quarterly conference calls as the need arises.

F.6 PLACE OF PERFORMANCE

The services to be provided under this contract shall be performed at the Contractor's location and at other locations specified in individual Task Orders.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE OCT 1994

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION DEC 1998

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative Contracting Officer (ACO) may be designated by the Contracting Officer. The duties of an ACO include but are not limited to: analyzing and making recommendations on the Contractor's proposals, offers, or quotations upon request of the Contracting Officer and approving Contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the Contracting Officer. The responsibilities of the COTR include but are not limited to: inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned; and advising the Contracting Officer of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an

increase or decrease in the price of this contract or otherwise affect any other contract terms.

Task Order Contracting Officer's Technical Representative: The Contracting Officer may designate a Task Order Contracting Officer's Technical Representative (TOCOTR). The TOCOTR will perform the duties of the COTR in connection with the technical oversight of an individual Task Order.

The Contracting Officer, Administrative Contracting Officer, and Technical Representatives are located at:

DOT/RSPA/VOLPE CENTER
55 BROADWAY
CAMBRIDGE, MA 02142-1093

G.3 ACCOUNTING AND APPROPRIATION DATA MAY 1999

Each individual Task Order shall specify the Accounting and Appropriation Data from which payment shall be made.

G.4 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS MAY 1999

A. One original and five copies of an invoice or contract financing requests or invoices shall be submitted covering the amount claimed to be due and services rendered and cost incurred thereunder. Under indefinite delivery/indefinite quantity contracts, separate invoices or contract financing requests must be submitted for each task. However, all interim payment requests for tasks under the contract must be submitted concurrently each month and only one contract level completion invoice shall be submitted. The completion (final) invoice is the last voucher to be submitted for incurred, allocable, and allowable costs expended to perform all Task Orders issued under the contract. This contract-level voucher should include all reserves, allowable cost withholdings, balance of fixed fee, etc. The final contract level invoice shall include current and cumulative charges for amounts claimed under each task by major cost element and the fixed fee relative to each task. NOTE: Under no circumstances can funds obligated under one task be used to pay costs incurred or fee earned under another task.

B. In addition to the information required by FAR 52.216-7 and FAR 52.232-25 incorporated by reference in Section I, an invoice or contract financing payment request must meet the following requirements:

- (1) Consecutively number each interim payment request beginning with No. 1 for each task.

(2) The voucher shall include current and cumulative charges by major cost element such as direct labor, overhead, and other direct costs. Cite direct labor hours incurred by the prime contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment.

(3) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and Volpe Center accounting information necessary to process payments. When contracts or Task Orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified.

(4) When the Contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the Contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending period as the monthly progress report.

(5) Pending settlement of the final indirect rates for any period, the Contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The Contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center ACO. These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the Contractor shall submit to the CFA a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. In addition, Contractors are required by the CFA to submit billing rate proposals, usually no later than 30 days after the close of its fiscal year, for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center ACO. The Contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The Contractor shall provide copies of all rates established by the CFA to the Volpe Center ACO. It is imperative that the ACO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be utilized by the Contractor for cost reimbursement.

G.5 VOUCHER REVIEW MAY 1999

The Government may at its sole discretion arrange for a Contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES DEC 1998

A. No personal services as defined in Part 37 of the FAR shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the Contractor's supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

B. The Contractor shall not perform any inherently Governmental functions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

C. The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.2 GPO PRINTING REQUIREMENT DEC 1998

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of the Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.3 ISSUANCE OF TASK ORDERS OCT 2001

(a) Under this contract, as firm work requirements materialize, within the period of performance set forth herein, and within the funds allotted hereunder, the Contracting Officer will direct the Contractor to perform work as generally described in Section C. The Contracting Officer will issue such directions to the Contractor in the form of Task Orders (TOs). Prior to issuance of any TO, the Contracting Officer will discuss with the

Contractor the work to be performed, the timing thereof, and will negotiate the estimated cost thereof. In the event that agreement cannot be reached on the estimated cost of any TO, the Contracting Officer may unilaterally determine the estimated cost of that TO. In such event, the Contractor may seek relief or remedies as set forth in the Disputes clause. Except as specifically provided herein, the Government makes no representation as to the number of Task Orders or the actual amount of work which will be assigned. The Contractor shall not perform any work hereunder nor incur any cost hereunder, until it receives a specific Task Order signed by the Contracting Officer. Each Task Order will contain as a minimum, the following:

1. Sequential number.
2. Type of Task Order Term or Completion.
3. Statement of the problem.
4. Scope of work effort.
5. Reporting requirements.
6. Time schedule of performance.
7. Estimated level of effort to be expended.
8. Estimated cost.
9. Required signature.
10. Delivery, inspection and final acceptance points.

(b) If a Task Order will culminate in a report the TO will specify the type of report and format required.

H.4 INCREMENTAL FUNDING OF TASK ORDERS OCT 2001

Pursuant to FAR 52.232-22, Limitation of Funds (APR 1984), incorporated by reference herein, Task Orders issued under this contract may be incrementally funded.

A. When a term form Task Order is incrementally funded, the following clause will be set forth in full in the Task Order:

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

(1) The amount available for payment for this incrementally funded Task Order is hereby increased from \$_____ by \$_____ to \$_____. The amount allotted to the estimated cost is increased from \$_____ by \$_____ to \$_____. The amount obligated for the fixed fee/award fee is increased from \$_____ to \$_____. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only.

(2) The estimated level of effort applicable to the incremental funding provided herein is _____ professional labor hours.

(3) The incremental funding provided herein is estimated to be adequate for services performed through _____.

B. When a completion-type Task Order is incrementally funded, the following clause will be set forth in full in the Task Order.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

(1) The amount available for payment for this incrementally funded Task Order is hereby increased from \$ _____ by \$ _____ to \$ _____. The amount allotted to the estimated cost is increased from \$ _____ by \$ _____ to \$ _____. The amount obligated for the fixed fee/award fee is increased from \$ _____ to \$ _____. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only.

(2) The incremental funding provided herein is applicable to the tasks and deliverables specified in _____.

H.5 INCIDENTAL HARDWARE/SOFTWARE DEC 1998

The acquisition of incidental hardware, software, or supplies may be appropriate on individual Task Orders in cases where the hardware/software is incidental to the performance of services to be provided under the Task Order, and the Government may require the Contractor to purchase hardware, software, and related supplies to support specific projects. Such requirements will be identified at the time a Task Order is issued or may be identified during the course of performance of a Task Order by the Government or Contractor. If the Contractor identifies a requirement for miscellaneous supplies within the scope of a Task Order, the Contractor shall submit to the Government a request for approval to purchase such materials. The request shall include a description of the specific items, direct cost, indirect cost and rationale.

H.6 LEVEL OF EFFORT NOTIFICATION DEC 1998

A. The Contractor shall notify the Administrative Contracting Officer immediately in writing whenever it has reason to believe that:

- (1) The level of effort that the Contractor expects to incur under any term type task in the next 30 days, when added to the level of effort previously expended in the performance of that Task Order, will exceed 75% of the level established for that Task Order;

- (2) The level of effort required to perform a particular Task Order will be greater than the level of effort established for the Task Order.

B. Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending on whether the Task Order is fully funded or not, applies independently to each Task Order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of these two clauses. The notifications required by this clause are separate and distinct from any specified in the "Limitation of Cost" or "Limitation of Funds" clause.

H.7 HANDLING OF DATA MAY 1999

A. The Contractor and any of its subcontractors in performance of this contract may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions that restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

- (1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; nor
- (2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

B. In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

C. Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further aware of the sanctions which may be

imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which shall in substance provide that such employee will not during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The Contractor shall furnish a sample form of this agreement to the Contracting Officer promptly after award.

D. The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use of disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

E. The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that

- (1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;
- (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;
- (3) use of an alternate subcontract source would reasonably detract from the quality of effort; and
- (4) the Contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

F. Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (and any subcontractor's) records and destroyed.

G. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

H. As used herein, the term "data" has the meaning set forth in Federal Acquisition Regulations, clause 52.227-14, "Rights in Data - General," and includes, but is not limited to, computer software, as also defined in Clause 52.227-14.

H.8 DOT INFORMATION SECURITY REQUIREMENTS APR 2003**1. Access to Sensitive Information.**

- a. Work under this contract may involve access to sensitive information, as described in paragraph d below, which shall not be disclosed by the contractor unless authorized by the contracting officer. To protect sensitive information, the contractor shall provide training to any contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be unsuitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the contracting officer.
- b. The contractor shall ensure that contractor employees are: (1) citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation; and (2) have background investigations in accordance with DOT Order 1630.2B, Personnel Security Management.
- c. The contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.
- d. Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress."

2. Information Technology (IT) Services.

- a. The contractor shall be responsible for IT security for all systems operated by or connected to a DOT network, regardless of location. This includes any IT resources or services in which the contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT (e.g., hosting DOT e-Government sites or other IT operations). If necessary, the Government shall have access to contractor and any subcontractor facilities, systems/networks operated on behalf of DOT, documentation, databases and personnel to carry out a program of IT inspection (to include vulnerability scanning), investigation and audit to safeguard against threats and hazards to DOT data or IT systems.

- b. Within 30 days of contract award, the contractor shall develop and provide to the Government for approval, an IT Security Plan which describes the processes and procedures the contractor will follow in performance of this contract to ensure the appropriate security of IT resources developed, processed, or used under this contract. This Plan shall be written and implemented in accordance with applicable Federal laws including: The Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), the Clinger-Cohen Act of 1996, and the Government Information Security Reform Act (GISRA) of 2000 and meet Government IT security requirements including: OMB Circular A-130, Management of Federal Information Resources, Appendix 111, Security of Federal Automated Information Resources; National Institute of Standards and Technology (NIST) Guidelines; Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and DOT Order 1630.2B, Personnel Security Management.
- c. The contractor shall screen their personnel requiring privileged access or limited privileged access to systems operated by the contractor for DOT or interconnected to a DOT network in accordance with DOT Order 1630.2B, Personnel Security Management and ensure contractor employees are trained annually in accordance with OMB Circular A-130, GISRA, and NIST requirements with a specific emphasis on rules of behavior.
- d. The contractor shall immediately notify the contracting officer when an employee terminates employment that has access to DOT information systems or data.
- e. The contractor shall include the above requirements in any subcontract awarded for IT services.
- f. IT means any equipment or interconnected system or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information and as further defined in OMB Circular A-130 and the Federal Acquisition Regulation Part 2.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dot.gov/ost/m60/tamtar/>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far/>

I.1 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	Definitions.	JUL 2004
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper.	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
52.215-2	Audit and Records - Negotiation.	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format.	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications.	OCT 1997
52.215-14	Integrity of Unit Prices.	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions.	JAN 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions.	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications.	OCT 1997

NUMBER	TITLE	DATE
52.216-7	Allowable Cost and Payment.	DEC 2002
52.216-8	Fixed Fee.	MAR 1997
52.216-18	Ordering (fill-in) para. (a): from the effective date of the contract through five (5) years thereafter	OCT 1995
52.216-19	Order Limitations (fill-in) para. (a): less than \$2,500. subpara. (a)(1): \$1,000,000 subpara. (a)(2): \$1,000,000 subpara. (a)(3): 7 days subpara. (d): 7 days	OCT 1995
52.216-22	Indefinite Quantity (fill-in) para (d): six months after the end of the term of the contract.	OCT 1995
52.219-6	Notice of Total Small Business Set-Aside.	JUN 2003
52.219-8	Utilization of Small Business Concerns.	MAY 2004
52.219-14	Limitations on Subcontracting.	DEC 1996
52.222-2	Payment For Overtime Premiums (fill-in) para. (a): does not exceed \$0.00	JUL 1990
52.222-3	Convict Labor.	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity.	APR 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information.	AUG 2003
52.223-6	Drug-Free Workplace.	MAY 2001
52.223-14	Toxic Chemical Release Reporting.	AUG 2003
52.225-1	Buy American Act – Supplies	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases.	JUN 2003
52.225-14	Inconsistency between English Version and Translation of Contract.	FEB 2000
52.227-1	Authorization and Consent.	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 1996
52.227-14	Rights in Data - General.	JUN 1987
52.227-17	Rights in Data – Special Works.	JUN 1987
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.232-17	Interest.	JUN 1996

NUMBER	TITLE	DATE
52.232-18	Availability of Funds.	APR 1984
52.232-20	Limitation of Cost.	APR 1984
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	OCT 2003
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration.	OCT 2003
52.233-1	Disputes.	JUL 2002
52.233-3	Protest after Award.	AUG 1996
52.237-10	Identification of Uncompensated Overtime.	OCT 1997
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	MAY 2001
52.242-4	Certification of Final Indirect Costs.	JAN 1997
52.242-13	Bankruptcy.	JUL 1995
52.243-2	Changes - Cost-Reimbursement. Alternate II (APR 1984)	AUG 1987
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts. Alternate II (AUG 1998)	AUG 1998
52.244-5	Competition in Subcontracting.	DEC 1996
52.245-1	Property Records.	APR 1984
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).	MAY 2004
52.246-25	Limitation of Liability-Services.	FEB 1997
52.247-63	Preference for Privately Owned U.S.-Flag Air Carriers.	JUN 2003
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	APR 2003
52.248-1	Value Engineering.	FEB 2000
52.249-6	Termination (Cost-Reimbursement).	MAY 2004
52.249-14	Excusable Delays.	APR 1984
52.251-1	Government Supply Sources.	APR 1984
52.253-1	Computer Generated Forms.	JAN 1991

I.2 52.204-1 APPROVAL OF CONTRACT DEC 1989

This contract is subject to the written approval of Branch Chief, Contracts and Small Business Programs Branch, Acquisition Management Division, Volpe Center, and shall not be binding until so approved.

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT 1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS APR 2003

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.5 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS APR 1984

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

- (a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Volpe National Transportation Systems Center and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

- (b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Volpe National Transportation Systems Center and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. [*]. This may be confirmed by contacting [*].

* To be completed at time of award.

**I.6 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS
TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT JUN 1997**

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBLs), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid --

(i) By the Contractor under a cost-reimbursement contract; and

(ii) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBLs with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBLs, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration
Attn: FWA
1800 F Street, NW
Washington, DC 20405.

The Contractor shall include the paid freight bills/invoices, CBLs, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBLs, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name

of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show –

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES

I.7 1252.215-70 KEY PERSONNEL AND/OR FACILITIES OCT 1994

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.

(b) Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify, in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Key Personnel and/or Facilities under this Contract: **Program Manager, Senior Analyst**. Refer to Section C.4 for Personnel Qualifications.

I.8 1252.245-70 GOVERNMENT PROPERTY REPORTS OCT 1994

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB 1998

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	APR 1991
52.204-5	Women-Owned Business (Other Than Small Business).	MAY 1999
52.223-4	Recovered Material Certification.	OCT 1997

K.2 SIGNATURE MAY 1999

By execution and submission of this statement, the undersigned acknowledges that she/he has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth therein, and that she/he has been authorized to do so on behalf of the Offeror.

Offeror

Typed Name and Title

Signature

Date

K.3 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERING REPORTING

Contractor is requested to fill in the appropriate information set forth below:

(1) DUNS Identification No. _____ (this number is assigned by Dun & Bradstreet, Inc., and is contained in that company's Data Universal Numbering System (DUNS). If the number is not known, it can be obtained from any Dun & Bradstreet Branch office. If no number has been assigned by Dun & Bradstreet, insert the word "none" in the space.)

(2) Home Office County and Congressional District: _____

(3) Principal Place of Performance of the work required under the resulting contract

(City, County, and State): _____

(4) Congressional District of the Principal Place of Performance: _____

K.4 52.204-3 TAXPAYER IDENTIFICATION OCT 1998

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government;

☐ Other. State basis. _____

(e) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt):
- ☐ Corporate entity (tax-exempt):
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DEC 2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

- (ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.6 52.209-6 PROTECTING THE GOVERNMENTS INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED,
SUSPENDED, OR PROPOSED FOR DEBARMENT JUL 1995**

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Non-procurement Programs). The notice must include the following:
- (a) The name of the subcontractor.
 - (b) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 - (c) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
 - (d) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

K.7 52.215-6 PLACE OF PERFORMANCE OCT 1997

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

K.8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS APR 2002

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(a)(2) The small business size standard is \$6,000,000.00.

(a)(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(b)(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(b)(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(b)(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(b)(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(b)(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that-

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision -

“Service-disabled veteran-owned small business concern” -

(c)(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(c)(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern -

(1) That is at least 51 percent owned by one or more women; or in the case of any

publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(d)(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(i)(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.9 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS OCT 1999

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

____(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ___ *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act

K.10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB 1999

The offeror represents that -

(a) It [] has, [] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractor, will be obtained before subcontract awards.

K.11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR 1984

The offeror represents that -

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 52.222-26 EQUAL OPPORTUNITY APR 2002

(a) (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(j) (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to –

- (i) (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;

- (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

K.13 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING JUN 2003

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that --
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each

such facility is exempt for at least one of the following reasons: *[Check each applicable block.]*

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.14 52.225-2 BUY AMERICAN ACT CERTIFICATE JUN 2003

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line Item No.:	Country of Origin:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**K.15 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND
MINORITY INSTITUTION REPRESENTATION MAY 2001**

(a) *Definitions.* As used in this provision --

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Representation.* The offeror represents that it --

[] is [] is not a historically black college or university;

[] is [] is not a minority institution.

K.16 52.227-6 ROYALTY INFORMATION APR 1984

As prescribed at 27.204-2, insert the following provision:

(a) *Cost or charges for royalties.* When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) *Copies of current licenses.* In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.17 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE MAY 1999

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data -- General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data -- General, the offer shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [*offeror check appropriate block*] --

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data -- General."

**SECTION L - INSTRUCTIONS, CONDITIONS,
AND NOTICES TO OFFERORS OR QUOTERS**

**L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE FEB 1998**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dot.gov/ost/m60/tamtar/>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far/>

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) -
SOLICITATION PROVISIONS**

NUMBER	TITLE	DATE
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-1	Instructions to Offerors - Competitive Acquisition	MAY 2001
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999

**L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR
INFORMATION OTHER THAN COST OR PRICING DATA OCT 1997
ALTERNATIVE IV OCT 1997**

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: See L.8, VOLUME II – COST/BUSINESS PROPOSAL.

L.3 52.216-1 TYPE OF CONTRACT APR 1984

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (CPFF) contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST AUG 1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. Michael J. Leary, Contracting Officer, DTS-853
U.S. Department of Transportation
Research and Special Programs Administration
Volpe National Transportation Systems Center
55 Broadway
Cambridge, MA 02142-1093

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATION
(48 CFR CHAPTER 12 CLAUSES)**

L.5 1252.209-70 DISCLOSURE OF CONFLICTS OF INTEREST OCT 1994

It is the Department of Transportation's (DOT) policy to award contracts to only those Offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy:

(a) The Offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the Offeror, and the Offeror's corporate officers, its senior managers and

any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The Offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the Offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the Offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

L.6 GENERAL INFORMATION

L.6.A PROPOSAL IDENTIFICATION

For ease of reference, an Offeror's submissions covering factors other than cost, i.e., Staffing, Past Performance, Response to Hypothetical Tasks, and Management Plan, will be referred to in this Request for Proposal (RFP) as the "Technical Proposal."

L.6.B AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award a contract based on the initial offer (FAR 52.215-1(f)(4)). It is particularly important that each Offeror be fully responsive in providing its best offer initially, since there may be no opportunity to revise proposals at a later date.

Offerors' initial proposals shall be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be totally unacceptable on their face may be eliminated from further consideration before the initial evaluation.

Failure of Offerors to respond or follow the instructions regarding the organization and content of the proposal volumes may result in the entire Offer being eliminated before initial evaluation.

An incomplete or deficient cost and price proposal will impede the Contracting Officer from performing a cost analysis to determine probable cost to the Government and reasonableness of proposed costs. If an Offeror's initial cost proposal is so grossly deficient or ambiguous that a cost analysis cannot be performed, or proposed costs are not supported or do not track to the supporting data required by the cost exhibits, that Offeror's cost proposal may be deemed unrealistic and the entire offer may be excluded from evaluation.

An Offeror may not be included in multiple proposals. That is, if an Offeror submits a proposal as a prime contractor, it cannot be a subcontractor in another company's proposal.

L.6.C CONSISTENCY BETWEEN TECHNICAL AND COST/BUSINESS PROPOSALS

Offerors are required to demonstrate consistency between the labor as included in the cost proposal and the labor as evaluated in the technical proposal. First, the cost proposal must reflect realistic hours for the categories for which individuals identified in the technical proposal are proposed.

Second, the labor rate proposed for the labor category must be based on the actual individual rate, or, if supported by the Offeror or its proposed subcontractor's accounting system and approved by the cognizant Government agency, the company category rate of the individual for which a resume has been submitted. It is not acceptable to submit a lower labor rate based on the assumption that other individuals from the company can meet the labor qualifications standards of this solicitation.

If the Offeror or one of its subcontractors wishes to be evaluated at a lower costs, it must submit a resume from a lower-paid employee. In the case of multiple resumes from the same company, any imbalance in the weighting of the proposed involvement of any individual must be justified.

Finally, the time of the proposed Key Personnel must be reflected in the cost proposal. Any attempt to have the technical proposal evaluated with the higher priced, highly qualified team and the cost proposal evaluated with the lower priced, less skilled team will result, at a minimum, in the Offeror's proposal being adjusted or evaluated at a higher cost, or at worst, being removed from consideration for award for failure to follow solicitation instructions.

L.6.D INQUIRIES

Numerous inquiries have been received in response to the pre-solicitation synopsis concerning incumbency. In response to the inquiries, similar work has been performed under Volpe Center Task Order contracts intended primarily for Federal Aviation Administration rulemaking projects. However, this is not a follow-on procurement, and there is no incumbent Contractor.

Any inquiries or correspondence pertaining to the RFP must be received not later than 14 calendar days after issuance of this RFP. Address all written inquiries to:

Ms. Teresa Lee-Fierstein, Contract Specialist, DTS-853
U.S. Department of Transportation
Research and Special Programs Administration
Volpe National Transportation Systems Center
55 Broadway
Cambridge, MA 02142-1093

The envelope must reference the solicitation number and the mail code. Questions may also be submitted by email to leefierste@volpe.dot.gov or by facsimile to 617 494-3024. Any questions received after this date will be answered only if determined by the Contracting Officer to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form can be directed to technical personnel. Any additions, deletions, or changes to this procurement will be made by amendment to the RFP. Each amendment will be identified by number, and receipt thereof will be acknowledged by each Offeror. Consistent with the dissemination of the Request for Proposal, **any amendment will be posted on the Volpe Center Acquisition Management Division INTERNET home page** (<http://www.volpe.dot.gov/procure/index.html>) and no paper copies will be mailed to prospective Offerors.

L.6.E COST/BUSINESS PROPOSAL REVIEW

The Government may, at its sole discretion, arrange for a Contractor to assist in the review of cost/business proposals. The Contractor reviewing proposals and supporting documentation is required to: safeguard all proprietary data; complete non-disclosure statements and complete conflict of interest statements.

L.6.F PROPOSAL SUBMISSION

1. Proposals must be prepared in two (2) separate parts titled, respectively, “Technical Proposal” and “Cost/Business Proposal”. Each part of the proposal should be complete in itself so that evaluation of both parts may be accomplished concurrently and evaluation of the technical proposal may be made strictly on the basis of technical merit.
2. The due date and time for receipt of proposals is by January 6, 2005, 3:00 PM, Eastern Daylight Saving Time (01/06/2005, 1500 ED). The number of copies of proposals to be submitted is one (1) original plus seven (7) copies for the technical proposal and one (1) original plus four (4) copies for the cost/business proposal. Proposals must be identified with the RFP number and the VNTSC mail code and must be mailed or hand carried to:

Ms. Teresa Lee-Fierstein, Contract Specialist, DTS-853
 U.S. Department of Transportation
 Research and Special Programs Administration
 Volpe National Transportation Systems Center
 55 Broadway
 Cambridge, MA 02142-1093

3. The attached Standard Form 33 and all representations, certifications, and acknowledgments contained in Section K must be completed and signed by an authorized official of the offeror’s organization and attached to the cost/business proposal.

L.6.G PAGE LIMITS

The maximum number of pages that may be submitted for the technical and cost/business proposals are as follows:

Volume I – Technical Proposal: See L.7.A.2 below
 Volume II – Cost/Business Proposal: No Limit

L.6.H TEXT

The text of the proposal shall be formatted on 8 ½ by 11-inch paper with printing on one side only. Pages shall be consecutively numbered. Type size shall be 10 point, averaging not more than 14 characters per inch (reduction is not permitted). Exceptions to these restrictions are fold-out pages to 11 x 17 inches used for diagrams, charts, or graphic material. The text will be single spaced with minimum margins as follows:

Left Margin – 1 inch
Right Margin – 1 inch
Top Margin – 1 ½ inches
Bottom Margin – ¾ inch

L.6.I BINDING

The volumes must be loose leaf and in binders which can be easily opened and closed.

L.6.J COVER

The cover of each volume (which shall not count against the page limitation of the proposal), shall indicate the following:

1. Title of proposal
2. Proposal category (technical or cost)
3. Volume number
4. RFP number
5. Name and address of the Offeror
6. Serial number/copy number

L.6.K MAILING INSTRUCTIONS

To facilitate proper handling of your offer or amendment, it is imperative that the outermost envelope/packaging which contains the offer or amendment be addressed in the format presented in the "Issued By" Block on page 1 of this solicitation, and marked for Ms. Teresa Lee-Fierstein, Contract Specialist, DTS-853.

L.7 VOLUME I – TECHNICAL PROPOSAL**L.7.A Introduction**

Proposals must be structured in accordance with the instructions contained herein.

L.7.A.1 Organization and Appearance

Technical proposals should be comprehensive and explicit. Elaboration of general corporate or company experience in unrelated activities will detract from the quality of technical proposals. All qualifications, experience, and capability should relate to the services required by the Statement of Work. Legibility, conciseness, completeness, clarity of content, coherence, and brevity are important since they will facilitate the Government's evaluation procedures, and will assure maximum credit being properly assigned to the various aspects of each proposal.

L.7.A.2 Page Limits

The maximum number of pages that may be submitted is sixty four (64), as follows:

- a. **Response to Hypothetical Tasks:** The written material, including a matrix detailing the participation of each firm and individual proposed, shall not exceed sixteen (16) pages.
- b. **Past Performance:** The total overall page limit for the summaries of the Offeror's five (5) most relevant contracts is seventeen (17). There is no limit for the list of other current contracts required, for past performance reports, or for any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Volpe Center.
- c. **Staffing:** Resumes are subject to an overall page limit of twenty-one (21) pages. No more than seven (7) resumes can be submitted in accordance with the breakdown shown in L.7.B, Part III, below.
- d. **Management Approach:** The written material describing the Offeror's approach to management of the contract tasks shall not exceed ten (10) pages.

L.7.B PROPOSAL CONTENT

Technical proposals shall consist of four parts, as follows.

Part I	Response to Hypothetical Tasks
Part II	Past Performance
Part III	Staffing
Part IV	Management Plan

L.7.B.1 PART I – RESPONSE TO HYPOTHETICAL TASKS

Since the exact nature of the work to be performed under this procurement is not known at this time, the Offeror shall, as part of its Technical Proposal, present the approach (but not the actual solution) it would use in carrying out each of the hypothetical tasks discussed below. If the Offeror feels additional information is needed to respond to these tasks, it should make a reasonable assumption as to what the information should be, document the assumption, and proceed with the response as if the assumed information were originally included in the hypothetical task description. If alternative approaches to the task(s) have been considered, the Offeror may present a discussion of the advantages and disadvantages of each which led to the selected approach. Formal cost proposals for the hypothetical tasks are not solicited; however, to aid the Offeror in preparing a staff and management plan, it may be assumed that each task is to be performed in a six-month period with a commitment of 500 senior staff hours and 100 editor staff hours. Offerors must provide, at a minimum, all the items set forth below for the hypothetical tasks in order to be responsive to this solicitation.

These requirements should not restrict the discussion and treatment of any problems. The Offeror is encouraged to provide as complete a consideration of the hypothetical tasks as is deemed necessary to reflect the true capabilities of the Offeror's current staff. The response to the hypothetical tasks must show staffing that demonstrates:

- Expertise and capabilities of subject matter expert(s) in the field of federal regulation development, preferably the process of generating and implementing Federal Motor Carrier Regulations.
- Experience and a thorough familiarity with the process of regulation and the associated organizational implications of the hypothetical tasks which demonstrate an in-depth knowledge of the protocols, procedures, and politics involved with the development and processing of FMCSA federal regulations.

For the hypothetical tasks, the Offeror is required to:

- Describe in detail the technical approach it would use in addressing or solving the problem. The actual solution to the problem is not required.
- Prepare a proposed statement of work based on the technical approach.
- Estimate all costs for material and computer equipment (do not prepare a formal cost proposal).
- Name the key personnel who will be utilized in the performance of the task, and include their resumes.
- Identify contractor management controls.

The approach should be stated in clear, concise, and specific terms. Generalities such as "standard statistical analysis techniques will be employed" are unacceptable. A paraphrasing of the hypothetical task statement is unacceptable. Offerors should not

respond with a full technical report in reply to the hypothetical tasks. Instead, a statement of three to eight pages shall be submitted for each task.

Hypothetical Task Number 1 – FMCSA Analysis

The Federal Motor Carrier Safety Administration (FMCSA) has been sued over the length of time the agency has had pending rulemakings, mandated by Congress to promote large truck safety. Some of the reasons for the delays involve complex issues, which in some cases are both controversial and potentially costly to the regulated parties. The plaintiffs include several consumer safety groups. The lawsuit requires FMCSA to complete the rulemakings under a court-imposed schedule that is extremely tight. For this hypothetical task, assume the FMCSA has four remaining rulemaking actions involving commercial truck driver hours of service requirements that are at the notice (or supplemental notice) of proposed rulemaking stage, and are now undergoing various levels of review by the Office of Management and Budget (OMB). After OMB review, the notices will be published in the Federal Register (FR) requesting public comments. The public comment period is normally 60 days following publication in the FR. The following list shows the four rulemakings, along with a scheduled date for when the comment period would close and immediate Contractor support would be needed.

	Rulemaking	Scheduled Date for Close of Public Comments
1	Safety Performance History for Commercial Vehicle Drivers	04/14/2005
2	Minimum Training Requirements for Drivers of Longer Combination Vehicles	04/29/2005
3	Training Standards for Entry-Level Drivers of Commercial Motor Vehicles	05/28/2005
4	Hazardous Materials Permitting Rule	06/09/2005

The task is to develop the work statement laying out a reasonable task list and schedule for developing the four remaining rules. The Offeror should demonstrate its capability by developing the task list and schedule, addressing deliverables required and issues related to the development of the rules.

Hypothetical Task Number 2 – Rulemaking Process

The Offeror shall develop a work statement detailing the approach it would use to develop and implement a typical FMCSA Rule, (i.e., an NPRM on truck driver duty and rest time). What documents would it deliver as part of this process? How long would the process take? Who would be the key team members? What would be their respective responsibilities? Which FMCSA offices would be involved in the process? What types of analyses must be performed? Are there any outside special interest groups that must be considered? Who would be part of the approval process?

L.7.B.2 PART II – PAST PERFORMANCE

The Offeror shall submit relevant past performance information for both the Offeror and major (over 20 percent of the total contract estimated value) proposed subcontractors.

Each Offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used both for responsibility determinations and for evaluation purposes. References other than those provided by the Contractor may be contacted by the Government, and the information received will be used in the evaluation of the Offeror's past performance.

The Offeror's team (prime and major subcontractors) must provide a list of contracts that it is currently performing or has completed within the past three years. The Offeror must make a good faith effort to ensure that the list includes all prime contracts with a value over \$500,000 with the Federal Government. If the Offeror can demonstrate that including information on all prime contracts with the Federal Government over \$500,000 would create an undue burden on the Offeror because of the large number of applicable contracts, then the list may be reduced to reflect contracts that are most relevant and for which data is readily available. The Offeror must describe, in its proposal, what types of contracts were excluded, and what process was utilized to ensure that all prime contracts with the Federal Government over \$500,000 relevant to the SOW were included. However, the list must include all contracts that are clearly relevant such as those applicable contracts reflecting the involvement of the proposed project manager and other proposed Key Personnel. The list may also include other contracts considered relevant by the Offeror, including those with customers other than the Federal Government. Information regarding the Offeror's performance as a subcontractor with the Federal Government will be obtained from the prime Contractor. Include the following information for each contract:

1. Name and address of customer;
2. Contract number;
3. Contract type;
4. Total contract value;
5. Description of contract work;
6. Contracting Officer's address and telephone number;
7. Contracting Officer's Technical Representative's address and telephone number;
8. Administrative Contracting Officer's address and telephone number, if different from item 6;
9. List of major subcontractors; and
10. Assessment of relevance to requirements identified in this solicitation.

Copies of the final or most current past performance report must be submitted for the five (5) most relevant contracts to the solicitation requirements or an explanation of their

absence provided. Copies of reports on other than the five (5) contracts considered most relevant by the Offeror should not be submitted as part of the proposal, but may be obtained by the Government if the Government considers the contracts relevant.

The Offeror must select no more than five (5) contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. This list of most relevant contracts must be separated from the above list. Offerors may also include information on problems encountered on the five (5) identified contracts and the Offeror's corrective actions.

The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the five (5) cited contracts no later than the due date for receipt of proposals. If the contracting activity has completed a Contractor evaluation report and provided a copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for ensuring that a copy of the performance evaluation report is provided directly to the Volpe Center Contracting Officer by the appropriate customer responding official no later than the proposal submission date. If the customer has not developed its own past performance evaluation report form, please refer that customer to the Contractor Performance Report format found at National Institutes of Health Contractor Performance System website at: <http://cps.od.nih.gov/files/standardreport.doc>. This format, including the associated numeric ratings and criteria, should be used to submit the required past performance information for your proposal. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unsatisfactory rating for this criteria. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information, (indicating that performance was less than satisfactory) which is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror, which will be given a limited period in which to provide a response. If no response is received within the specified timeframe, the negative past performance information will be evaluated as submitted.

The Offeror must send a Client Authorization Letter, included as Exhibit A to the Technical Proposal Instructions, to all non-Federal Government references listed in its proposal to assist in the timely processing of past performance evaluations. Client Authorization Letters must be mailed to individual references no later than the proposal submission date. The Offeror shall include a copy of all completed Client Authorization Letters as part of the Past Performance submission.

If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors with no relevant past performance history or Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.

In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.

If the Offeror does not include either past performance history or affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.

The overall page limit for the list of the five (5) most relevant contracts (including any information on the problems encountered on the contracts) is seventeen (17). This page limit does not apply to the list of other less relevant contracts required, or any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Government.

EXHIBIT A

CLIENT AUTHORIZATION LETTER

The text of the Client Authorization Letter is as follows:

CLIENT AUTHORIZATION LETTER

[*Company Name*]
[*Street Address*]
[*City, State/Province*]
[*Zip/Postal Code*]
[*Date*]

[*Recipient Name*]
[*Address*]
[*City, State/Province Zip/Postal Code*]

Dear [*Client*]:

We are currently responding to the Volpe Center Request for Proposals No. DTRS57-04-R-20058 for the procurement of Federal Motor Carrier Safety Administration Rulemaking Support. The Volpe Center is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The Volpe Center requires Offerors to inform references identified in proposals that the Volpe Center may contact them about contract performance information.

If you are contacted by the Volpe Center for information on work we have performed under contract for your company/agency/state or local Government, you are hereby authorized to respond to Volpe Center inquiries.

Your cooperation is appreciated. Please direct any questions to

(Offeror's point of contact)

Sincerely,
[*Your name*]
[*Your position*]

[*Typist's initials*]
Enclosure: [*Number*]
cc: [*Name*]

L.7.B.3 PART III – STAFFING

The purpose of this part is to evaluate the qualifications of the Offeror's personnel proposed for this contract, in terms of technical and managerial expertise, experience, education, capabilities and accomplishments relevant to the functional area requirements of this contract. Resumes shall be submitted for those individuals proposed to perform in the Key Personnel labor categories as identified in Clause I.7.

The resumes will be by name, the position currently held by that person, and his/her responsibilities, total years with the firm, and a brief description of experience, education and accomplishments. Proposal assignments shall be keyed to personnel requirements as shown in the Statement of Work, and should relate to proposed organizational structure. Also, in addition to applicable technical experience, resumes should reflect experience (if any) in managing and/or directing projects in a multi-task/multi-disciplinary/non-personal support services environment. Resumes should be provided for only those key personnel for whom the Offeror can make a firm commitment to this contract. Any uncertainties and/or part-time staff assignments should be clearly identified. Resumes must also be verifiable, in that relevant dates, names and addresses of educational institutions and employers must be provided for all experience, education, and specialized training claimed. The Government will incorporate Key Personnel in Section I of the resulting contract.

The offer must identify the initial technical and management staff in the proposal. Offerors shall submit a minimum of three (3) resumes for the Senior Analyst labor category. The Offeror must identify one individual who will serve as the overall Program Manager for this Contract

L.7.B.4 PART IV – MANAGEMENT PLAN

The Offeror must provide a detailed management plan that it will follow during contract execution. Discussion of the use of subcontractors and the management of those subcontractors shall be included in the management plan as applicable. The Offeror's management plan must include the proposed lines of responsibility, authority, and communication through which the tasks will be managed, and the procedures to be taken to insure quality control, cost/performance control, and tracking procedures. The Offeror must define the proposed organizational structure (including responsibilities and reporting structure) for the project, how personnel will be assigned from task to task throughout the contract period, and how the proposed project team will interface with both the Offeror's corporate structure and with the COTR. The Offeror must describe its approach for early identification and resolution of problems. In addition, the Offeror shall provide an augmentation plan demonstrating the ability to respond to workload fluctuation in a timely manner, including demonstration of its capability for quick access

to FMCSA headquarters to attend numerous meetings with little advanced notice to discuss just-identified regulatory projects. The Offeror must describe its existing facilities and resources.

L.8 VOLUME II – COST/BUSINESS PROPOSAL

The Offeror shall describe a plan on how each hypothetical task (see L.7.B.1 in the technical proposal instructions) shall be accomplished, including technical approach, staffing, and management. The Offeror shall provide details relative to the roles, responsibilities, and levels of involvement of the Prime Contractor, proposed subcontractors, and individuals. The Offeror shall describe its approach to forming and managing teams. The Offeror shall also discuss the critical technical issues in each functional area. Offerors must respond to both of the hypothetical tasks.

L.8.A INTRODUCTION

The cost proposal will permit the Government to determine whether the proposed costs demonstrate cost realism. “Cost realism” means the costs in an Offeror’s proposal are:

- (1) Realistic for the work to be performed;
- (2) Reflect a clear understanding of the requirements; and
- (3) Consistent with the various elements of the Offeror’s technical proposal.

All information relating to cost or pricing must be included in this volume of the proposal; under no circumstances shall cost or pricing data be included elsewhere.

The cost proposal should be prepared in sufficient detail to permit thorough and complete evaluation by the Government without additional correspondence or communication. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government’s understanding of information contained in the cost proposal, or the correction of minor omissions or errors that do not alter the offer. However, the Government anticipates making award on initial offers and does not expect to hold discussions. Consequently, Offerors are advised that failure to provide the required schedules and supporting calculations, narrative explanation, and documentation may result in the rejection of its offer if in the Government’s best interest, rather than opening of discussions.

If the Contracting Officer determines that an Offeror’s initially proposed costs do not reflect what it would reasonably cost that Offeror to perform the requirements, then the Contracting Officer may make adjustments to the proposed costs to determine probable cost.

For evaluation purposes, Offerors are required to propose estimated costs using the labor hours provided in B.2 Level of Effort – IDIQ, and reiterated in Schedule 3

below. Offerors shall assume the level of effort will occur evenly over the contract term. Hours should be apportioned between the prime and its subcontractors in a manner consistent with the Offeror's technical proposal.

For planning and proposal purposes, Offerors should assume a contract start date of April 1, 2005.

If any of the cost proposal instructions appears incompatible with established/ approved accounting practices, Offerors shall notify the Contracting Officer within 14 calendar days of the issuance date of the RFP in accordance with paragraph L.6.D.

L.8.B FORMAT

In addition to the requirements set forth in FAR 52.215-20 Requirements For Cost or Pricing Data or Information Other Than Cost Or Pricing Data (OCT 1997) - Alternate IV (OCT 1997), the cost/business proposal shall be submitted in two sections as follows:

Section I – Solicitation Documents

Section II – Information Other Than Cost and Pricing Data

L.8.C SECTION I - SOLICITATION DOCUMENTS

In this section, Offerors shall submit a completed and signed SF 33 (page 1 of the solicitation) including acknowledgment of any amendments; and Representation, Certifications, and Other Statements of Offerors (Section K of the solicitation).

L.8.D SECTION II - INFORMATION OTHER THAN COST AND PRICING DATA

L.8.D.1 PART 1 – DETAILED INSTRUCTIONS

The Offeror shall submit a signed Proposal Cover Sheet (Schedule 1) and information other than cost and pricing data as set forth below. Summary data shall be placed on the Proposal Cover Sheet and Schedules 2 and 3 should support it. In addition, as discussed in Paragraph L.6.C, Consistency between Technical and Cost/Business Proposals, a matrix or matrixes showing how the hours are apportioned in each labor category must be provided in any format that can be easily read and understood by Government evaluators. The hours allocated to each person whose resume is provided in accordance with the technical instructions must be highlighted.

Labor

Regardless of the labor practices used, provide the proposed unloaded hourly labor rates for the labor categories (identified in B.2 Level of Effort – -IDIQ) on Schedule 3. Show all calculations used to compute the proposed direct labor rates, and provide the basis and rationale for the labor rates; for example, company-wide bidding rates, current salary data for named individuals, survey data, or anticipated new-hires, etc. Show how company categories are mapped to the RFP categories.

For individuals whose resumes are provided in the technical proposal, provide the current labor rates from payroll records and also, those labor rates escalated to each contract year. **For contingent hires, the Offeror shall provide a separate offering letter showing the offered and agreed upon salary, signed by the contingent hire.**

Uncompensated Overtime

Uncompensated overtime is defined as hours in excess of forty per week for which no additional compensation is paid in excess of the normal weekly salary for Fair Labor Standards Act (FLSA) exempt employees. Use of uncompensated overtime is not encouraged.

To maintain a level playing field for all Offerors, and to eliminate gimmickry through the use of uncompensated overtime, all cost proposals must be priced excluding uncompensated overtime.

If an Offeror's practice is to propose uncompensated overtime, it may provide information about its practice and an estimated cost impact.

Indirect Rates

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases. Include all rates that the Offeror maintains in its accounting records which may be used during performance of this contract. Identify indirect rates that a Government audit agency has approved for forward pricing. Show the rates, allocation bases, and evidence of Government review and approval.

If not approved, state the basis of the proposed rate (e.g., previous year's actuals, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop and support the proposed indirect rates used to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) (or other cognizant Government audit agency) in your overhead rate proposal for establishing final indirect rates.

If an Offeror has not previously maintained a field overhead rate but proposes one for this effort, it should ensure that sufficient information is provided so that the rate may be evaluated without discussion.

Other Direct Costs (ODC)

RFP Stipulated (Travel): \$24,000.00 per year of contract performance, without escalation.

Offeror Estimated ODC: The Offeror should identify by nomenclature and estimate amounts for any additional ODCs which are anticipated to support the proposed effort. This includes any administrative and support labor estimated to be chargeable to this effort in accordance the Offeror's usual accounting practices (e.g. contract or subcontract administration, secretarial, purchasing agents, receivers, etc.). Indicate what types of administrative and support labor the Offeror considers direct labor, and estimate hours for each type of labor. Provide an explanation for the estimated hours and show calculations. ODCs not identified and priced in your proposal, including any such administrative and support labor, will not be billable during performance without prior Contracting Officer approval.

Subcontracts

Subcontractors must submit a cost proposal in accordance with the cost proposal instructions in this section. Subcontracts estimated to exceed \$500,000 should be supported by a Proposal Cover Sheet. All subcontractors must follow the same cost proposal instructions as the prime, except where noted. Regardless of dollar value, subcontract proposals must be adequately documented to facilitate an evaluation of proposed costs.

Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why the contract type is anticipated must be included. The guidance in FAR Part 16 should be followed. For example, those Offerors contemplating time-and-material or labor-hour subcontracts shall follow the procedures specified in FAR Subpart 16.6. The following information should also be provided for time-and-material or labor-hour agreements (such as those with consultants): (1) Details of what cost elements are included in the rate and what costs, if any, will be charged in addition to the rate; (2) The result of the Offeror's analysis of invoices submitted to other clients by the subcontractor or consultant which support the proposed rate or rates; (3) A signed statement from the consultant or the subcontractor that the proposed rate is a "Most Favored Customer Rate," or the reason it was not offered; and (4) A rate comparison from the Offeror which indicates that the rate

proposed is comparable to the rates other consultants or subcontractors receive for performing similar types of work.

The Offeror shall provide the names of the other consultants or subcontractors used in the comparison.

It is the responsibility of the prime Offeror to review and evaluate the subcontract proposal and accompanying cost or pricing data and furnish the results of such review to the Government as part of their cost submission, regardless of whether the details are provided to the prime Offeror or separately to the Government. The prime's review should be as detailed as the information provided by the subcontractor directly to the prime permits. A subcontractor whose evaluation is considered insufficient by the Government, either because the data submitted to the Government is incomplete or because the prime fails to conduct and document a comprehensive evaluation, will be deleted from technical consideration and the prime's technical proposal will be evaluated without it.

Escalation

State clearly the escalation rate used and provide rationale. Include actual, historical escalation for the past three (3) years and explain clearly your method of calculating it.

Cost of Money

Attach supporting calculations.

Fee Objective

The Government considers fee and profit a function of competition, but may utilize the weighted guidelines method in Transportation Acquisition Manual (TAM) Chapter 1215, Contracting by Negotiation and Appendix A for analysis. The Offeror's cost proposal should contain adequate data and rationale for any consideration it wants included for Contract Risk and Special Factors.

Professional Employee Compensation

The Offeror must provide the information required by provision 52.222-46, Evaluation of Compensation for Professional Employees.

**L.8.D.2 PART 2 – EXPLANATION OF COST/BUSINESS PROPOSAL
SCHEDULES**

Schedule 1: “Proposal Cover Sheet”. Prime Offerors and subcontractors should complete.

Schedule 2: “Summary of Proposed Costs and Fee”. The schedule should be completed consistent with the Offeror’s accounting practices and may be revised accordingly. The figures on this schedule must agree with the Proposal Cover Sheet.

Schedule 3: “Summary of Proposed Labor Cost”. The amounts on those schedules should correspond to the amounts for labor in Schedule 2. The hours used to develop the prime Offeror’s labor cost must correspond with the allocation of hours shown in the table of B.2 Level of Effort-IDIQ in this solicitation.

SCHEDULE 1: PROPOSAL COVER SHEET			1. SOLICITATION/CONTRACT/MODIFICATION NUMBER: DTRS57-04-R-20058				
2a. NAME OF OFFEROR			3a. NAME OF OFFEROR'S POINT OF CONTACT				
2b. FIRST LINE ADDRESS			3b. TITLE OF OFFEROR'S POINT OF CONTACT				
2c. STREET ADDRESS							
			3c. PHONE		3c. FAX		
2d. CITY	2e. STATE	2f. ZIP CODE	AREA CODE	NUMBER	AREA CODE	NUMBER	
4. TYPE OF CONTRACT OR <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> <input type="checkbox"/> FPI <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF			5. <input type="checkbox"/> PRIME OFFEROR <input type="checkbox"/> SUBCONTRACTOR				
6. ESTIMATED COST, FEE AND PROFIT INFORMATION							
A. ESTIMATED COST							
B. FIXED FEE							
C. TOTAL COST PLUS							
7. PROVIDE THE FOLLOWING							
NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY			NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY				
STREET ADDRESS			STREET ADDRESS				
CITY		STATE	ZIP CODE	CITY		STATE	ZIP CODE
PHONE	AREA CODE	NUMBER		PHONE	AREA CODE	NUMBER	
FAX	AREA CODE	NUMBER		FAX	AREA CODE	NUMBER	
NAME OF CONTACT			NAME OF CONTACT				
PROPERTY SYSTEM			APPROXIMATE DATE OF LAST AUDIT				
<input type="checkbox"/> Reviewed by cognizant contract administrative agency <input type="checkbox"/> Reviewed by cognizant contract <input type="checkbox"/> Never reviewed			AUDIT PURPOSE (e.g., proposal review, establishment of billing rates, finalize indirect rates, etc.)				
PURCHASING SYSTEM			ACCOUNTING SYSTEM				
<input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable <input type="checkbox"/> Never reviewed			<input type="checkbox"/> Audited and determined acceptable <input type="checkbox"/> Audited and determined not acceptable <input type="checkbox"/> Never audited				
			OFFEROR'S FISCAL YEAR				
8a. NAME OF OFFEROR (Typed)			9. NAME OF FIRM				
8b. TITLE OF OFFEROR (Typed)							
10. SIGNATURE				11. DATE OF SUBMISSION			

OFFEROR NAME: _____

SCHEDULE 2

SUMMARY OF PROPOSED COSTS AND FEE

Cost Category		Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
	Rates						
Direct Labor							
Fringe Benefits							
Overhead							
Subcontracts ¹							
Other Direct Costs (ODC)		24,000.	24,000.	24,000.	24,000.	24,000.	120,000
Offeror Estimated ODC							
ODC Burden							
Subtotal							
G&A							
Cost of Money							
Total Cost							
Fixed Fee							
TOTAL Cost Plus Fixed Fee							

¹ Not applicable to subcontractor

PRIME NAME: _____

OR

SUB NAME: _____

SCHEDULE 3**SUMMARY OF PROPOSED LABOR COST**

A LABOR CATEGORIES	B TOTAL LABOR HOURS	C DIRECT LABOR RATE (UNESCALATED)	D AVERAGE ESCALATION RATE BY CONTRACT YEAR					E DIRECT LABOR RATES ESCALATED TO CONTRACT MID-POINT	F TOTAL AVERAGE DIRECT LABOR COST
			YR 1	YR 2	YR 3	YR 4	YR 5	(EST. MAR 2006)	(COLUMN B x COLUMN E)
Senior Analyst 1	2,475								
Senior Analyst 2	5,400								
Senior Analyst 3	5,400								
Analyst 1	5,400								
Analyst 2	5,400								
Analyst 3	5,400								
Editor	6,750								
Clerical	6,750								
Total	42,975								TOTAL:

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL EVALUATION INFORMATION

A. Basis for Award

It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations. Award will be made to the responsive and responsible Offeror whose offer provides the greatest overall value to the Government, based on the technical proposal, the cost/business proposal, and other factors. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer will proceed to establish a competitive range and conduct negotiations with the firms in that range.

B. Order of Importance

The evaluation factors other than cost, i.e., the technical proposal, when combined, are significantly more important than cost in the selection of Contractor for award. Notwithstanding this fact, Offerors are cautioned not to minimize the importance of the cost proposal. The cost evaluation will become more significant when the evaluated ratings of the technical proposals (i.e., Staffing, Past Performance, Response to Hypothetical Tasks, and Management Plan) are closer; when the factors other than cost are essentially equal, cost may become the determining factor in making award. The Government expects to award one contract as a result of this solicitation.

M.2 TECHNICAL PROPOSAL EVALUATION

General

The technical proposal will consist of a written submission covering Response to Hypothetical Tasks, Past Performance, Staffing, and Management Plan, in which the Offeror will demonstrate technical understanding and approach to management.

The criteria for evaluation of each part of the technical proposal are described below. For this solicitation, Part I, Response to Hypothetical Tasks is equal to Part II, Past Performance, and each of these parts is twice as important as Part III, Staffing. Staffing is significantly more important than Part IV, Management Plan, which is the least important part.

Part I – Response to Hypothetical Tasks. Statements of Work (SOWs) for two hypothetical tasks are included in L.7.B.1. (Note: the Offeror is not being asked to perform the work described in the SOWs, but rather how it would go about setting up the effort, both technically and managerially, and what would be the solution approach). The response to each hypothetical task will be given equal weight in developing the overall score for each Offeror's response to the hypothetical tasks. In scoring the response to the hypothetical tasks, both subfactors are of equal importance. The response to each of these hypothetical tasks will be evaluated according to the following subfactors:

1. Task Understanding and Technical Approach. How completely the response to the SOW shows the understanding of the technical issues required to perform the work described in the SOW and the likely effectiveness of the proposed technical approach in completing the work described in the SOW. This includes assessment of the Offeror's accurate identification and effective treatment of potentially difficult technical areas.
2. Task Management, including:
 - a. Appropriateness and adequacy of the scope and planning of the proposed effort,
 - b. Appropriateness of proposed staff members assigned to each task (demonstrated experience and professional background with work involving FMCSA regulations), and
 - c. Appropriateness of labor and funding levels for each task (including computer, travel, documentation, and equipment), and the realistic scheduling for each task item.

Part II – Past Performance. The purpose of this part is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history on tasks of the type and complexity described in the SOW. The Offeror's relevant past performance history will be evaluated for the following subfactors, which are of equal importance:

- (1) Quality of product/service;
- (2) Timeliness of performance;
- (3) Cost control; and
- (4) Business relations.

Only relevant Past Performance history will be considered. The Government will determine the extent of relevance of past performance information based on the similarity of the nature of the previous work to the current requirement, the magnitude of the

previous efforts (i.e., dollar value), and the currency of the prior work (i.e., within the past three years).

If an Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on past performance.

Part III – Staffing. The purpose of this part is to assess the qualifications of the proposed key personnel in each of the respective labor categories in terms of experience and education relevant to project support as outlined in the Statement of Work (SOW). Proposed key personnel with demonstrated experience and accomplishments directly relevant to motor carrier safety will receive higher evaluation. The Technical Proposal will be evaluated on the basis of the qualifications, applicable prior experience, and capabilities of the proposed key staff of the Offeror.

Part IV – Management Plan. The Offeror's proposed management plan will be evaluated for the adequacy of:

1. Proposed lines of responsibility, authority, and communication through which the tasks will be managed, and the procedures to be taken to insure quality control, cost/performance control, and tracking procedures.
2. Proposed organizational structure (including responsibilities and reporting structure) for the project, how personnel will be assigned from task to task throughout the contract period, and how the proposed project team will interface with both the Offeror's corporate structure and with the COTR for this contract.
3. Approach for early identification and resolution of problems.
4. Augmentation plan demonstrating the ability to respond to workload fluctuation in a timely manner, including the capability for quick access to FMCSA headquarters to attend numerous meetings with little advanced notice.
5. Existing facilities and resources.

M.3 COST/BUSINESS PROPOSAL EVALUATION

The Offeror's proposal will be evaluated for compliance with the RFP instructions. Proposed costs will be evaluated to determine that they demonstrate cost realism, including evaluation of the compensation of professional employees as specified in the Section L provision **FAR 52.222-46**. Fees and profit proposed will be evaluated for consistency with federal regulations and may also be evaluated using weighted guidelines analysis techniques as described in the Transportation Acquisition Manual. A proposal that includes fee in excess of the statutory limits may be eliminated from consideration.

The following forms the basis of the Cost/Business evaluation and will be considered in the selection. These criteria are not necessarily in order of importance, nor will they be numerically scored.

1. Compliance with RFP instructions, including the completeness of the proposal packages and the extent to which the cost estimates and factors are clearly substantiated by the Offeror.
2. Realism of proposed costs.
3. Reasonableness of the proposed costs, fees and profit.